

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

TRAVELERS CASUALTY AND SURETY  
COMPANY as Administrator for  
RELIANCE INSURANCE COMPANY,

07 Civ. 6915 (DLC)  
ECF CASE

Plaintiff,

against -

THE DORMITORY AUTHORITY OF  
THE STATE OF NEW YORK, TDX  
CONSTRUCTION CORP., and KOHN,  
PEDERSON, FOX & ASSOCIATES, P.C.,

Defendants.

-----X

DORMITORY AUTHORITY OF THE STATE OF  
NEW YORK,

Third-Party Plaintiff,

- against -

TRATAROS CONSTRUCTION, INC. and  
TRAVELERS CASUALTY SURETY COMPANY,

Third-Party Defendants.

-----X

TRATAROS CONSTRUCTION, INC. and  
TRAVELERS CASUALTY AND SURETY  
COMPANY,

Fourth-Party Plaintiffs,

- against -

CAROLINA CASUALTY INSURANCE COMPANY,  
et al.

Fourth-Party Defendants.

-----X

KOHN PEDERSON FOX ASSOCIATES, P.C.

Third-Party Plaintiff,

**ANSWER OF WEIDLINGER  
ASSOCIATES CONSULTING  
ENGINEERS P.C. TO  
TRATAROS CONSTRUCTION  
INC.'S CROSS-CLAIM**

- against -

WEIDLINGER ASSOCIATES CONSULTING  
ENGINEERS, P.C., CASTRO-BLANCO  
PISCIONERI AND ASSOCIATES, ARCHITECTS,  
P.C., ARQUITECTONICA NEW YORK,  
P.C., TRATAROS ASSOCIATES, INC.,  
CERMAK, PETERKA PETERSEN, INC. TRATAROS  
PANEL SYSTEMS CORP., TRATAROS  
CONSTRUCTION, INC. and LBL SKYSYSTEMS  
(U.S.A.), INC.,

Third-Party Defendants.

-----X

Defendant, Weidlinger Associates Consulting Engineers,  
P.C. ("Weidlinger") by their attorneys, Gogick, Byrne & O'Neill,  
LLP, as and for its Reply to the Cross-Claims of Third-Party  
Defendant Trataros Construction, Inc. ("Trataros"), respectfully  
alleges and says as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Denies having knowledge or information sufficient to  
form a belief as to the truth of the allegations contained  
within paragraphs "1", "3", "4", "5" and "6" of the Cross-  
Claims.

2. Denies the truth of each and every allegation  
contained within paragraph "2" of the Cross-Claims in the form  
alleged except admits that the answering defendant is a  
corporation with offices in the State of New York located at 375  
Hudson Street, New York, New York and is only authorized to  
render professional services in the State of New York.

3. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraphs "7" and "8" of the Cross-Claims and respectfully refers all questions of law to the Honorable Court.

**FACTS**

4. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraphs "9" and "10" of the Cross-Claims.

5. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph "11" of the Cross-Claims in the form alleged.

6. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraphs "12", "13", "14" and "15" of the Cross-Claims in the form alleged and refers to third-party complaint for its claims.

**CROSS-CLAIM AGAINST DESIGN SUBCONSULTANTS**  
**(Common-Law Indemnification and Contribution)**

7. The responding defendant repeats, reiterates and realleges each and every denial hereinbefore set forth in response to paragraphs "1" through 15" with the same force and effect as if the same were set forth in full herein in response to paragraph "16" of the Cross-Claims.

8. Denies having knowledge or information sufficient to

form a belief as to the truth of the allegations contained within paragraph "17" of the Cross-Claims in the form alleged and respectfully refers all questions of law and refers to the third-party complaint for its claims.

9. Denies the truth of each and every allegation contained within paragraphs "18", "19", "20" and "21" of the Cross-Claims.

**AS AND FOR AN ANSWER TO FIRST AFFIRMATIVE DEFENSE**

10. The Court lacks subject matter jurisdiction over this controversy.

**AS AND FOR AN ANSWER TO SECOND AFFIRMATIVE DEFENSE**

11. The Cross-Claims fail to state a cause of action against Weidlinger upon which relief may be granted.

**AS AND FOR AN ANSWER TO THIRD AFFIRMATIVE DEFENSE**

12. The Cross-Claim against Weidlinger is barred by waiver, payment and release.

**AS AND FOR AN ANSWER TO FOURTH AFFIRMATIVE DEFENSE**

13. Trataros is estopped from bringing the Cross-Claim against Weidlinger.

**AS AND FOR AN ANSWER TO FIFTH AFFIRMATIVE DEFENSE**

14. Whatever changes Trataros may have sustained as alleged in the Cross-Claims against Weidlinger, all of which are denied by Weidlinger, were caused in whole or in part by the culpable conduct of Trataros and/or others for whose acts,

omissions and/or conduct Trataros is responsible. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct attributable to Trataros bears to the culpable conduct which caused these alleged damages.

**AS AND FOR AN ANSWER TO SIXTH AFFIRMATIVE DEFENSE**

15. The damages alleged in the Cross-Claims against Weidlinger were caused by the culpable conduct of some third person or persons over whom Weidlinger neither had nor exercised control.

**AS AND FOR AN ANSWER TO SEVENTH AFFIRMATIVE DEFENSE**

16. The claims alleged in the Cross-Claims against Weidlinger are barred by the doctrines of waiver and/or laches.

**AS AND FOR AN ANSWER TO EIGHTH AFFIRMATIVE DEFENSE**

17. Weidlinger incorporates by reference each and every of the Affirmative Defenses set forth in its Answer to the Third-Party Plaintiff's Complaint and realleges same as though fully set forth herein.

**AS AND FOR AN ANSWER TO NINTH AFFIRMATIVE DEFENSE**

18. Trataros's Cross-Claims for contribution are barred since the damages alleged are for economic loss.

**AS AND FOR AN ANSWER TO TENTH AFFIRMATIVE DEFENSE**

19. Trataros's Cross-Claims for indemnification must be dismissed because Trataros is being sued for its active

wrongdoing.

**AS AND FOR AN ANSWER TO ELEVENTH AFFIRMATIVE DEFENSE**

20. Weidlinger reserves the right to rely upon any and all additional defenses which may be disclosed during discovery in this action.

**WHEREFORE,** Weidlinger demands judgment,

- (a) Dismissing the Cross-Claims in its entirety;
- (b) Awarding Weidlinger all attorneys' fees, disbursements and costs incurred in defending these Cross-Claims; and
- (c) Granting such other and further relief as to this Court seems just and proper.

Dated: New York, New York  
May 13, 2008

GOGICK, BYRNE & O'NEILL, LLP  
Attorneys for Third-Party  
Defendants, Weidlinger  
Associates Consulting  
Engineers, P.C.

By: /s/Stephen P. Schreckinger  
Stephen P. Schreckinger (4448-SPS)  
11 Broadway, Suite 1560  
New York, New York 10004-1314  
(212) 422-9424